**AGREEMENT BETWEEN FILM PRODUCERS AND DISTRIBUTORS**

This Memorandum of agreement made on this...................... day of.................in the year .............................Between

Ramchandren of No...................................................... a Registered Partnership Firm having ....................................................................................................................................................... partners after it called the producers (which expression shall, unless excluded by or contrary to the context, be considered to include his/their successors, executors, administrators, representatives and assigns) of the One Part

 And

…………………………………………………………………………………………………………………………………………... a company registered under the Indian Companies Act (Act 1 of 1956) with its office at…………………………………………………………………………………………………………………………….................... after it called the Distributors (which expression shall unless excluded by or contrary to the context, be considered to include their representatives and assigns) hereinafter referred to as party of the Other Part;

Whereas producers have made a arranged primarily of producing a telgu Talkie picture tentatively called Approach written by .................................................and whereas the producers need financial help and co-operation and hence approached the party hereto of the other part for such assistance and whereas the party agreed to render such financial adjustment to producers to the limit and on the terms and conditions after it following

NOW THEREFORE THIS INDENTATION W1TNESSETH as follows;

1. That the producers undertake to complete shooting for above stated picture ......................................................................... for an approximate cost of Rupees ……………..........only, with print and publicity at least with ……………………………………… top-rank artists.

2. That the producers hereof shall arrange/bear the necessary cost required in paying the artists, workers and other costs compulsory for production excepting those herein below stated.

3. That the producers undertake to deposit with the party as security the sum of Rupees ...................... payable by instalments of Rs…………………............ on the date of signing of the contract and Rs................... only on the date of first shooting. Producers not completed ….of the said picture approximately five thousand feet edited shots within ……………...months from the first shooting date, then in that case the producers shall also have to deposit a further sum of Rs……………………...... as security with the party. The amount so deposited shall be to the credit of the producers and would be returned to them by … months from the date of the last deposit to be made as stated above.

4. That the party consents to advance to the producers for the production/completion of the above stated telgu talkie picture a sum of Rs. …………..............payable in the following manner:

(a) That the party shall arrange the studio, laboratory and raw film. For production by the producers of above stated picture and shall pay the necessary costs thereto by debiting the amount to the producers from first shooting date, provided that the party shall arrange with the studio for allotting to the producers at least …. days in a month and every month till completion of the picture and shall, whenever compulsory, enter into and sign a deed or documents in this behalf in which the PRODUCERS shall be a confirming party.

(b) That the producers shall arrange……………………………………............... and editing/processing of the said film in any laboratory they may choose and the party shall paying the cost thereto and debit the amount to be paid the producers. The selection of the editor would be entirely with the producers.

(c) That the party after providing the expenses as in els. (a) and {6} with an approximate amount of Rs. ............... shall be paying firstly the balance of Rs.................... out of Rs................. so consented to be advanced, up to the rush prints with progress of shooting of aforesaid picture per instalments as and when needed by the producers provided however, that the producers shall not be entitled to demand from the party any such advance of money unless and until the producers has completed approximately three thousand feet edited shots of this picture aforesaid.

5. That in consideration of the financial assistance consented to be rendered after it by the party to the producers, the party shall receiving a commission of……on the net collection of the producers' share of above stated picture "Approach".

6. That the party shall in feature be the sole distributor of the aforesaid picture and shall having rights, privileges and advantages to said picture and shall have a first charge on it till realization of the advance made by the party as aforesaid to be sanctioned by producers or by their authorized agent.

7. That the party undertakes in arranging public exhibition of said picture ....................... within …… months from completion of rush print in minimum two best possible houses in ……………………………., i.e., one in north and one in south and four houses outside municipal limits of the city of ……………………....area and the proceeds thereto shall be distributed as under—

(i) Having deducting …………………………………………………….................. commission of the party of net collection on producer's share, the party shall also deduct …………………………….............. from balance therefrom to liquidate the principal of the amount of the advances made and the balance …………………........... shall be payable directly to producers or to its authorized agent, persons or company monthly showing per statement collection received from date of release.

8. That if sale proceeds of afore said picture after exhibition in public does not cover the dues of the party by two years, signatory of this covenant on behalf of producers shall be severally and jointly liable in paying back to party the remaining amount unrealized as and when asked to do so provided satisfactory exploitation of the said film is made by the party.

9. That producers will be keeping required accounts/papers customary in this trade and the party will bear right inspecting and taking copies or extracts there by at any time during office hours. Monthly statement of account should be presentedby the producers to the party.

10. That the producers undertakes completion/production of the said film within ………by first shooting date in conformity with cl. 4(c) stated above

(a) That the producers will bear right in raising loan for balance amount of Rs. ………................. or such amount considered necessary for completing said picture over and above the sum of Rs………….............. to be advanced by the party as aforesaid and the party shall bear no objection to that and will be added as a confirming party to said transaction.

(b) That PARTY undertakes not to charge, mortgage, or hypothecate the picture without express agreement of the PRODUCERS.

11. That if the producers not complying any terms/conditions entered into by this agreement, the distributor will be having right in completing the picture and the money paid by the producers will be repaid by the party after release of picture and from the releasing houses.

12. That if party do not comply with terms/conditions of this agreement, the producers shall bear right in completing picture from such source as they think fit and revoke the party as distributor and bear also the right in appointing another distributor and to accept advances from other sources and the money so advanced by the party will be repaid to them after release of picture from the releasing houses.

13. If either party do not act according to enactments of agreement, the aggrieved party firstly try to decide the controverted points mutually and amicably, failing this the controverted point shall be referred to arbitration according to enactments of Arbitration and Conciliation Act 1996. If, than the arbitrator mados not decide or make award on referred point, then the concerned parties may adjudged the controversy by resorting to appropriate legal proceedings.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_.

DATE:

PLACE:

WITNESSESS:-

1. PARTY OF FIRST PART

2. PARTY OF SECOND PART